

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

**FILED**

JAN 30 2007

U. S. DISTRICT COURT  
EASTERN DISTRICT OF MO

U.S. BANK NATIONAL ASSOCIATION, )

Plaintiff, )

v. )

SCOTT MEYER, )

Defendant. )

Case No. 4:07-CV-68

**AGREED ORDER AND PERMANENT INJUNCTION**

WHEREAS, Plaintiff U.S. Bank National Association and Defendant Scott Meyer ("the Parties") have stipulated and agreed, in an effort to resolve this matter between them expeditiously and without further litigation:

NOW, THEREFORE, to resolve this litigation short of the preliminary injunction hearing and short of trial, the Parties hereby agree and stipulate, and it is hereby Ordered that:

1. Defendant shall return to Plaintiff all trade secret information, customer lists, or confidential information which he acquired while serving for Plaintiff in whatever capacity he served. Further, the Court takes judicial notice of Defendant's Declaration filed on January 25, 2007 (DOC. NO. 11), in which Defendant certifies he (1) returned any such information to Plaintiff as of the last day of his employment with

Plaintiff, (2) retained none of Plaintiff's documents and (3) made no copies of any documents thus returned to Plaintiff.

2. From the date of entering this Order through October 15, 2007, Defendant shall not contact, directly or indirectly, any current or former customers of Plaintiff for whom he performed services as an employee of Plaintiff for the purpose of soliciting their accounts from Plaintiff.

3. In exchange for their mutual promises of their obligations under this Agreed Order, Plaintiff does hereby fully release, acquit and forever discharge Defendant, and Defendant does hereby fully release, acquit and forever discharge Plaintiff, of and from any and all liability, claims, demands, damages, liens, actions and causes of action which were or could have been brought as part of this litigation.

4. The Parties agree to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out and to execute this Agreed Order.

5. The Parties shall each bear their own respective costs and attorneys fees related to this litigation.

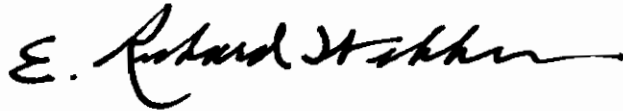
6. This Court shall retain exclusive jurisdiction over any dispute related to the Parties' performance or non-performance of their obligations under this Agreed Order.

7. Defendant has denied, and does deny, any wrongdoing to Plaintiff. This Agreed Order shall not constitute an admission by Defendant of any wrongdoing to Plaintiff.

8. This Agreed Order and the representations contained in this Agreed Order constitute the entire understanding and agreement between the Parties. Its terms are contractual and not mere recitals.

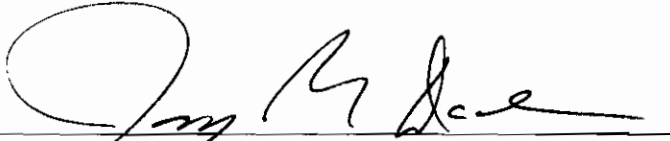
**IT IS SO ORDERED.**

DATED: This 30<sup>th</sup> day of January, 2007.

A handwritten signature in black ink, appearing to read "E. Richard Webber", written over a horizontal line.

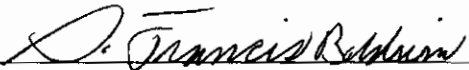
E. RICHARD WEBBER  
United States District Court Judge

AGREED AND STIPULATED:



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